

1 B. Otis Felder, SBN 177628
Valeria Granata, SBN 305905
2 **WILSON, ELSE, MOSKOWITZ,**
EDELMAN & DICKER LLP
3 555 South Flower Street, Suite 2900
Los Angeles, California 90071
Telephone: (213) 443-5100
4 Facsimile: (213) 443-5101

5 Attorneys for Defendant,
SAMSUNG ELECTRONICS AMERICA, INC.

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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

10 Case No. 5:23-cv-01308-SSS-KK

11 STATE FARM GENERAL
INSURANCE COMPANY

12
13 Plaintiff,

14 v.

15 SAMSUNG ELECTRONICS
AMERICA, INC., a New York
16 corporation; BEST BUY STORES,
17 L.P., a Virginia limited partnership; and
DOES 1 to 20

18 Defendants.
19

**STIPULATED PROTECTIVE
ORDER**

20 **I. PURPOSES AND LIMITATIONS**

21 A. Discovery in this action is likely to involve production of confidential,
22 proprietary, or private information for which special protection from public
23 disclosure and from use for any purpose other than prosecuting this litigation
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1 may be warranted. Accordingly, the parties hereby stipulate to and petition
2 the Court to enter the following Stipulated Protective Order. The parties
3 acknowledge that this Order does not confer blanket protections on all
4 disclosures or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or items
6 that are entitled to confidential treatment under the applicable legal
7 principles. The parties further acknowledge, as set forth in Section XIII(C),
8 below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; Civil Local Rule 79-5 sets forth the
10 procedures that must be followed and the standards that will be applied when
11 a party seeks permission from the Court to file material under seal.
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14 **II. GOOD CAUSE STATEMENT**

15 A. This action is likely to involve trade secrets, customer and pricing lists
16 and other valuable research, development, commercial, financial, technical
17 and/or proprietary information for which special protection from public
18 disclosure and from use for any purpose other than prosecution of this action
19 is warranted. Such confidential and proprietary materials and information
20 consist of, among other things, confidential business or financial information,
21 information regarding confidential business practices, or other confidential
22 research, development, or commercial information (including information
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1 implicating privacy rights of third parties), information otherwise generally
2 unavailable to the public, or which may be privileged or otherwise protected
3 from disclosure under state or federal statutes, court rules, case decisions, or
4 common law. Accordingly, to expedite the flow of information, to facilitate
5 the prompt resolution of disputes over confidentiality of discovery materials,
6 to adequately protect information the parties are entitled to keep confidential,
7 to ensure that the parties are permitted reasonable necessary uses of such
8 material in preparation for and in the conduct of trial, to address their
9 handling at the end of the litigation, and serve the ends of justice, a protective
10 order for such information is justified in this matter. It is the intent of the
11 parties that information will not be designated as confidential for tactical
12 reasons and that nothing be so designated without a good-faith belief that it
13 has been maintained in a confidential, non-public manner, and there is good
14 cause why it should not be part of the public record of this case.
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17 **III. DEFINITIONS**

18 A. Action: This pending federal action in the United States District Court,
19 Central District of California – Eastern Division, styled *State Farm General*
20 *Insurance Company v. Samsung Electronics America, Inc. a New York*
21 *corporation; Best buy Stores, L.P., a Virginia limited partnership; and Does*
22 *1 to 20*, Case No. 5:23-cv-01308-SSS-KK, including the lawsuit initially
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1 filed with the Riverside County Superior Court, case no. CVRI2302853.

2 B. Challenging Party: A Party or Non-Party that challenges the
3 designation of information or items under this Order.

4 C. “CONFIDENTIAL” Information or Items: Information (regardless of
5 how it is generated, stored or maintained) or tangible things that qualify for
6 protection under Federal Rule of Civil Procedure 26(c), and as specified
7 above in the Good Cause Statement.

8 D. Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 E. Designating Party: A Party or Non-Party that designates information
11 or items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 F. Disclosure or Discovery Material: All items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained
15 (including, among other things, testimony, transcripts, and tangible things),
16 that are produced or generated in disclosures or responses to discovery in this
17 matter.

18 G. Expert: A person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to
20 serve as an expert witness or as a consultant in this Action.

1 H. House Counsel: Attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any
3 other outside counsel.

4 I. Non-Party: Any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 J. Outside Counsel of Record: Attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this
8 Action and have appeared in this Action on behalf of that party or are
9 affiliated with a law firm which has appeared on behalf of that party, and
10 includes support staff.

11 K. Party: Any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record
13 (and their support staffs).

14 L. Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 M. Professional Vendors: Persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing
18 exhibits or demonstrations, and organizing, storing, or retrieving data in any
19 form or medium) and their employees and subcontractors.

20 N. Protected Material: Any Disclosure or Discovery Material that is
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1 designated as “CONFIDENTIAL.”

2 O. Receiving Party: A Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 **IV. SCOPE**

5 A. The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected Material.

10 B. Any use of Protected Material at trial shall be governed by the orders
11 of the trial judge. This Order does not govern the use of Protected Material
12 at trial.

13 **V. DURATION**

14 A. Even after final disposition of this litigation, the confidentiality
15 obligations imposed by this Order shall remain in effect until a Designating
16 Party agrees otherwise in writing or a court order otherwise directs. Final
17 disposition shall be deemed to be the later of (1) dismissal of all claims and
18 defenses in this Action, with or without prejudice; and (2) final judgment
19 herein after the completion and exhaustion of all appeals, rehearings,
20 remands, trials, or reviews of this Action, including the time limits for filing
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1 any motions or applications for extension of time pursuant to applicable law.

2 **VI. DESIGNATING PROTECTED MATERIAL**

3 A. Exercise of Restraint and Care in Designating Material for Protection

4 1. Each Party or Non-Party that designates information or items
5 for protection under this Order must take care to limit any such
6 designation to specific material that qualifies under the appropriate
7 standards. The Designating Party must designate for protection only
8 those parts of material, documents, items, or oral or written
9 communications that qualify so that other portions of the material,
10 documents, items, or communications for which protection is not
11 warranted are not swept unjustifiably within the ambit of this Order.
12

13 2. Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been
15 made for an improper purpose (e.g., to unnecessarily encumber the
16 case development process or to impose unnecessary expenses and
17 burdens on other parties) may expose the Designating Party to
18 sanctions.
19

20 3. If it comes to a Designating Party's attention that information or
21 items that it designated for protection do not qualify for protection, that
22 Designating Party must promptly notify all other Parties that it is
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1 withdrawing the inapplicable designation.

2 B. Manner and Timing of Designations

3 1. Except as otherwise provided in this Order (*see e.g.*, Section
4 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
5 Discovery Material that qualifies for protection under this Order must
6 be clearly so designated before the material is disclosed or produced.
7

8 2. Designation in conformity with this Order requires the
9 following:

10 a. For information in documentary form (e.g., paper or
11 electronic documents, but excluding transcripts of depositions
12 or other pretrial or trial proceedings), that the Producing Party
13 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
14 “CONFIDENTIAL legend”), to each page that contains
15 protected material. If only a portion or portions of the material
16 on a page qualifies for protection, the Producing Party also must
17 clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).
19

20 b. A Party or Non-Party that makes original documents
21 available for inspection need not designate them for protection
22 until after the inspecting Party has indicated which documents
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1 it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for
3 inspection shall be deemed “CONFIDENTIAL.” After the
4 inspecting Party has identified the documents it wants copied
5 and produced, the Producing Party must determine which
6 documents, or portions thereof, qualify for protection under this
7 Order. Then, before producing the specified documents, the
8 Producing Party must affix the “CONFIDENTIAL legend” to
9 each page that contains Protected Material. If only a portion or
10 portions of the material on a page qualifies for protection, the
11 Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the
13 margins).

16 c. For testimony given in depositions, that the Designating
17 Party identify the Disclosure or Discovery Material on the
18 record, before the close of the deposition all protected
19 testimony.

21 d. For information produced in form other than document
22 and for any other tangible items, that the Producing Party affix
23 in a prominent place on the exterior of the container or
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containers in which the information is stored the legend
 “CONFIDENTIAL.” If only a portion or portions of the
 information warrants protection, the Producing Party, to the
 extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified
 information or items does not, standing alone, waive the Designating
 Party’s right to secure protection under this Order for such material.
 Upon timely correction of a designation, the Receiving Party must
 make reasonable efforts to assure that the material is treated in
 accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of
 confidentiality at any time that is consistent with the Court’s
 Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution
 process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on

1 the Designating Party. Frivolous challenges, and those made for an improper
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
3 parties) may expose the Challenging Party to sanctions. Unless the
4 Designating Party has waived or withdrawn the confidentiality designation,
5 all parties shall continue to afford the material in question the level of
6 protection to which it is entitled under the Producing Party's designation until
7 the Court rules on the challenge.
8

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **A. Basic Principles**

11 1. A Receiving Party may use Protected Material that is disclosed
12 or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this
14 Action. Such Protected Material may be disclosed only to the
15 categories of persons and under the conditions described in this Order.
16 When the Action has been terminated, a Receiving Party must comply
17 with the provisions of Section XIV below.
18

19 2. Protected Material must be stored and maintained by a
20 Receiving Party at a location and in a secure manner that ensures that
21 access is limited to the persons authorized under this Order.
22

23 **B. Disclosure of "CONFIDENTIAL" Information or Items**

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1 1. Unless otherwise ordered by the Court or permitted in writing
2 by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 a. The Receiving Party’s Outside Counsel of Record in this
5 Action, as well as employees of said Outside Counsel of Record
6 to whom it is reasonably necessary to disclose the information
7 for this Action;

8 b. The officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is
10 reasonably necessary for this Action;

11 c. Experts (as defined in this Order) of the Receiving Party
12 to whom disclosure is reasonably necessary for this Action and
13 who have signed the “Acknowledgment and Agreement to Be
14 Bound” (Exhibit A);

15 d. The Court and its personnel;

16 e. Court reporters and their staff;

17 f. Professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably
19 necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to be Bound” attached as
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1 Exhibit A hereto;

2 g. The author or recipient of a document containing the
3 information or a custodian or other person who otherwise
4 possessed or knew the information;

5
6 h. During their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably
8 necessary provided: (i) the deposing party requests that the
9 witness sign the “Acknowledgment and Agreement to Be
10 Bound;” and (ii) they will not be permitted to keep any
11 confidential information unless they sign the “Acknowledgment
12 and Agreement to Be Bound,” unless otherwise agreed by the
13 Designating Party or ordered by the Court. Pages of transcribed
14 deposition testimony or exhibits to depositions that reveal
15 Protected Material may be separately bound by the court
16 reporter and may not be disclosed to anyone except as permitted
17 under this Stipulated Protective Order; and
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20 i. Any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the parties engaged
22 in settlement discussions.

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1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 A. If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in
5 this Action as “CONFIDENTIAL,” that Party must:
6

7 1. Promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

9 2. Promptly notify in writing the party who caused the subpoena
10 or order to issue in the other litigation that some or all of the material
11 covered by the subpoena or order is subject to this Protective Order.
12 Such notification shall include a copy of this Stipulated Protective
13 Order; and
14

15 3. Cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be
17 affected.
18

19 B. If the Designating Party timely seeks a protective order, the Party
20 served with the subpoena or court order shall not produce any information
21 designated in this action as “CONFIDENTIAL” before a determination by
22 the Court from which the subpoena or order issued, unless the Party has
23 obtained the Designating Party’s permission. The Designating Party shall
24

1 bear the burden and expense of seeking protection in that court of its
2 confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a
4 lawful directive from another court.
5

6 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

8 A. The terms of this Order are applicable to information produced by a
9 Non-Party in this Action and designated as "CONFIDENTIAL." Such
10 information produced by Non-Parties in connection with this litigation is
11 protected by the remedies and relief provided by this Order. Nothing in these
12 provisions should be construed as prohibiting a Non-Party from seeking
13 additional protections.
14

15 B. In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party's confidential information in its possession, and the
17 Party is subject to an agreement with the Non-Party not to produce the Non-
18 Party's confidential information, then the Party shall:
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- 20 1. Promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
- 23 2. Promptly provide the Non-Party with a copy of the Stipulated
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1 Protective Order in this Action, the relevant discovery request(s), and
2 a reasonably specific description of the information requested; and

3 3. Make the information requested available for inspection by the
4 Non-Party, if requested.
5

6 C. If the Non-Party fails to seek a protective order from this court within
7 fourteen (14) days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information
9 responsive to the discovery request. If the Non-Party timely seeks a
10 protective order, the Receiving Party shall not produce any information in its
11 possession or control that is subject to the confidentiality agreement with the
12 Non-Party before a determination by the court. Absent a court order to the
13 contrary, the Non-Party shall bear the burden and expense of seeking
14 protection in this court of its Protected Material.
15

16 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not
19 authorized under this Stipulated Protective Order, the Receiving Party must
20 immediately (1) notify in writing the Designating Party of the unauthorized
21 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
22 Protected Material, (3) inform the person or persons to whom unauthorized
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disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Fed. R. Civ. P. 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Fed. R. Evid. 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1 1. By stipulating to the entry of this Protective Order, no Party
2 waives any right it otherwise would have to object to disclosing or
3 producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to
5 object on any ground to use in evidence of any of the material covered
6 by this Protective Order.
7

8 C. Filing Protected Material

9 1. A Party that seeks to file under seal any Protected Material must
10 comply with Civil Local Rule 79-5. Protected Material may only be
11 filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file
13 Protected Material under seal is denied by the Court, then the
14 Receiving Party may file the information in the public record unless
15 otherwise instructed by the Court.
16

17 **XIV. FINAL DISPOSITION**

18 A. After the final disposition of this Action, as defined in Section V,
19 within sixty (60) days of a written request by the Designating Party, each
20 Receiving Party must return all Protected Material to the Producing Party or
21 destroy such material. As used in this subdivision, "all Protected Material"
22 includes all copies, abstracts, compilations, summaries, and any other format
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1 reproducing or capturing any of the Protected Material. Whether the
2 Protected Material is returned or destroyed, the Receiving Party must submit
3 a written certification to the Producing Party (and, if not the same person or
4 entity, to the Designating Party) by the sixty (60) day deadline that (1)
5 identifies (by category, where appropriate) all the Protected Material that was
6 returned or destroyed and (2) affirms that the Receiving Party has not retained
7 any copies, abstracts, compilations, summaries or any other format
8 reproducing or capturing any of the Protected Material. Notwithstanding this
9 provision, Counsel are entitled to retain an archival copy of all pleadings,
10 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
11 correspondence, deposition and trial exhibits, expert reports, attorney work
12 product, and consultant and expert work product, even if such materials
13 contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set
15 forth in Section V.
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18 B. Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or
20 monetary sanctions.
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Dated: September 26, 2023

WATKINS & LETOFSKY, LLP

4
5 Brian Letofsky

Juan Salas

6 Attorney for Plaintiff, STATE
7 FARM GENERAL INSURANCE
COMPANY

8 Dated: August _____, 2023

WILSON ELSEER MOSKOWITZ

9
10 B. Otis Felder

Valeria Granata

11 Attorneys for Defendant,

12 SAMSUNG ELECTRONICS
AMERICA, INC.

13 Dated: August _____, 2023

14 PRINDLE, GOETZ, BARNES &
REINHOLTZ

15
16 R. Derek Classen

17 Attorney for Defendant, BEST BUY
18 STORES, L.P.

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20
21 Dated: _____

22 United States District Judge

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Dated: September ____, 2023

WATKINS & LETOFSKY, LLP

4
5 Brian Letofsky
6 Juan Salas
7 Attorney for Plaintiff, STATE
FARM GENERAL INSURANCE
COMPANY

8 Dated: September 27, 2023

WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

9 /s/ Valeria Granata

10 B. Otis Felder
11 Valeria Granata
12 Attorneys for Defendant,
13 SAMSUNG ELECTRONICS
AMERICA, INC.

14 Dated: September 27, 2023

PRINDLE, GOETZ, BARNES &
REINHOLTZ

15
16 /s/ R. Derek Classen

17 R. Derek Classen
18 Attorney for Defendant, BEST BUY
STORES, L.P.

19
20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21 Dated: September 28, 2023

22 
23 Kenly Kiya Kato
24 United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issue by the United States District Court for the Central District of California
 on [DATE] in the case of *State Farm General Insurance Company v. Samsung*
Electronics America, Inc. a New York corporation; Best buy Stores, L.P., a
Virginia limited partnership; and Does 1 to 20, Case No.
 5:23-cv-01308-SSS-KK. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full

1 address and telephone number] as my California agent for service of process in
2 connection with this action or any proceedings related to enforcement of this
3 Stipulated Protective Order.

4 Date: _____

5
6 City and State where sworn and signed: _____

7 Printed Name: _____

8 Signature: _____